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## United States Bankruptcy Court District IDAHO

## PROOF OF CLAIM

Name of Debtor RICHARD S GORDON

Case Number 01-288

SPACE IS FOR COURT USE ONLY

U.S. COURTS

2001 MAR -7 AM 11:15

REC'D  
FILED  
CAMERON S. BURKE,  
CLERK, IDAHO

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Les Schwab Tire Centers of BOISE, Inc.

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court.

Name and address where notices should be sent:

Les Schwab Tire Centers of BOISE, Inc.

P.O. Box 667

Prineville, OR 97754

Telephone number: (541) 416-5232

Account or other number by which creditor identifies debtor:

101 - 00517

Check here if this claim

☐ replaces  
☐ amends

a previously filed claim, dated: \_\_\_\_\_

## 1. Basis for Claim

☒ Goods sold☒ Services performed☐ Money loaned☐ Personal injury/wrongful death☐ Taxes☐ Other \_\_\_\_\_☐ Retiree benefits as defined in 11 U.S.C. § 114(a)☐ Wages, salaries, and compensation (fill out below)

Your SS #: \_\_\_\_\_

Unpaid compensation for services performed

from \_\_\_\_\_ to \_\_\_\_\_  
(date) (date)

2. Date debt was incurred: 4/28/1998

3. If court judgment, date obtained: 2/05/2001

4. Total Amount of Claim at Time Case Filed: \$1,027.57

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

## 5. Secured Claim.

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

☐ Real Estate☐ Motor Vehicle☐ Other \_\_\_\_\_

Value of Collateral: \$0.00

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$75.00

## 6. Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority \$0.00

Specify the priority of the claim:

☐ Wages, salaries, or commissions (up to \$4,300)\* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).

☐ Up to \$1,950\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).

☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(\_\_\_\_).

\* Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

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Date February 28, 2001

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

LES SCHWAB TIRE CENTERS OF BOISE, INC.  
Danette Colovos, Bankruptcy Administrator

Danette Colovos

Customer 101-00517  
GORDON, RICHARD S

RETAIL ACCOUNT  
RED TAG

WRITE OFF

RT 1 BOX 3806  
HOMEDALE ID 83628  
SS# 519-52-5804 Since  
PH# 337-5929 Fax#  
DRL#

Sales Tax Exempt No.  
NO MORE CHARGES-BARB'S HUSBAND-NO APPS 11/99 SMALL CLAIMS

: Co-Applicant Relation ( )  
:  
:  
: 00000  
: SS# PH#  
: Co-Signer Acct# 00000 Rel Date  
:  
:  
: 00000  
: SS# PH#  
: Previous Address Since

NO INT/AGE ACCOUNT WRITTEN OFF 12/26/2000  
Credit Limit COD Pts Credit Limit Set 11/05/1999 CASH ONLY NO CREDIT  
Present Bal 1027.57 Date 6/30/2000 Prior Bal 1027.57  
High Balance 1960 Date Last Sale 6/30/2000 Curr Chgs .00  
Customer Pay Day 00 Date Opened 1/20/1996 Curr Crdts .00  
Equal Pmt Ba .00 Equal Pmt Amt .00 Payment Due 73.39

: 00000  
: Employer Since Salary 0  
: EDDY'S BAKERY  
: Work Phon 377-8100  
: Message P  
: Last Application Update

\*\*\* ACCOUNT HISTORY \*\*\*

CURR 44 PART 4 1 MO 6 2 MO 3 3 MO 1 4 MO 1 5 MO

EMPLOYER:EDDY'S BAKERY 380 N FIVE MILE RD, BOISE,83713

: Transfer from  
: C) P) 1) 2) 3) 4)

Date	Inv#	Type	Qty	Amount	LSP Code	Product Description	Balance
4/28/1998	214805	CHG	1	281.66	6-59	TRANS FROM ACCT	
		Inv Total		281.66			1486.46
4/28/1998		SVC		18.90		ACCOUNT CURRENT	
		Inv Total		18.90			1505.36
5/22/1998	217176	ROA	1-	75.00-			
		Inv Total		75.00-			1430.36
5/28/1998		SVC		22.10		1 MTH PAST DUE	
		Inv Total		22.10			1452.46
6/25/1998	220214	ROA	1-	75.00-			
		Inv Total		75.00-			1377.46
6/27/1998		SVC		21.38		PARTIAL PAYMENT	
		Inv Total		21.38			1398.84
7/21/1998	222883	CHG	1	101.61	544-358-50	7050	
		CHG	1	115.00	6-860-16	1/2T4WDFR4WDSFB	
		CHG	1	84.95	65-98	BRAKE LABOR	
		CHG	1	.00	547-552-19	10-4119A(15-411	
		CHG	1	.00	547-552-20	10-4120A(15-412	
		CHG	1	10.83	2-21	IDAHO SALES TAX	
		Inv Total		312.39			1711.23
7/24/1998	223164	ROA	1-	75.00-			
		Inv Total		75.00-			1636.23
7/29/1998		SVC		21.83		ACCOUNT CURRENT	
		Inv Total		21.83			1658.06
8/01/1998	224098	CHG	4	366.40	84-134-70	33/1250R-15/6	
		CHG	1	35.91	4-42	EMPLOYEE 10%	
		CHG	1	20.12	2-21	IDAHO SALES TAX	
		LICENSE		1A45178			
		Inv Total		422.43			2080.49
8/26/1998	226686	ROA	1-	150.00-			
		Inv Total		150.00-			1930.49
8/29/1998		SVC		30.22		ACCOUNT CURRENT	
		Inv Total		30.22			1960.71
9/28/1998	229822	ROA	1-	150.00-			
		Inv Total		150.00-			1810.71

Date	Inv#	Type	Qty	Amount	LSP Code	Product Description	Balance
9/28/1998		SVC		28.90		ACCOUNT CURRENT	
		Inv Total		28.90			1839.61
10/23/1998	232449	ROA 1-		150.00-			
		Inv Total		150.00-			1689.61
10/29/1998		SVC		26.75		ACCOUNT CURRENT	
		Inv Total		26.75			1716.36
11/27/1998	236230	ROA 1-		150.00-			
		Inv Total		150.00-			1566.36
11/28/1998		SVC		25.22		ACCOUNT CURRENT	
		Inv Total		25.22			1591.58
12/28/1998	239436	ROA 1-		150.00-			
		Inv Total		150.00-			1441.58
12/28/1998		SVC		23.43		ACCOUNT CURRENT	
		Inv Total		23.43			1465.01
1/28/1999	241942	ROA 1-		75.00-			
		Inv Total		75.00-			1390.01
1/28/1999		SVC		21.60		ACCOUNT CURRENT	
		Inv Total		21.60			1411.61
2/25/1999	244152	ROA 1-		75.00-			
		Inv Total		75.00-			1336.61
2/25/1999		SVC		20.82		ACCOUNT CURRENT	
		Inv Total		20.82			1357.43
3/26/1999	246936	ROA 1-		75.00-			
		Inv Total		75.00-			1282.43
3/29/1999		SVC		19.95		ACCOUNT CURRENT	
		Inv Total		19.95			1302.38
4/23/1999	250185	ROA 1-		75.00-			
		Inv Total		75.00-			1227.38
4/28/1999		SVC		19.07		ACCOUNT CURRENT	
		Inv Total		19.07			1246.45
5/14/1999	252234	ROA 1-		75.00-			
		Inv Total		75.00-			1171.45
5/27/1999		SVC		18.01		ACCOUNT CURRENT	
		Inv Total		18.01			1189.46
6/28/1999	256656	ROA 1-		75.00-			
		Inv Total		75.00-			1114.46
6/28/1999		SVC		17.55		ACCOUNT CURRENT	
		Inv Total		17.55			1132.01
7/29/1999	259911	ROA 1-		75.00-			
		Inv Total		75.00-			1057.01
7/29/1999		SVC		16.69		ACCOUNT CURRENT	
		Inv Total		16.69			1073.70
8/28/1999		SVC		15.86		1 MTH PAST DUE	
		Inv Total		15.86			1089.56
9/16/1999	265135	ROA 1-		75.00-			
		Inv Total		75.00-			1014.56
9/28/1999		SVC		15.59		PARTIAL PAYMENT	
		Inv Total		15.59			1030.15

*Date	Inv#	Type	Qty	Amount	LSP Code	Product Description	Balance
10/28/1999		SVC		15.22		1 MTH PAST DUE	
		Inv Total		15.22			1045.37
11/05/1999	270300	ROA 1-		150.00-			
		Inv Total		150.00-			895.37
11/05/1999	270424	CHG 1		75.00	6-59	1/2 OF INV#2703	
		Inv Total		75.00			970.37
11/27/1999		SVC		14.71		ACCOUNT CURRENT	
		Inv Total		14.71			985.08
12/15/1999	178679	AB 1		24.95	4-48	MISC SALES	
		AB 1		1.25	2-21	IDAHO SALES TAX	
		LICENSE		1AN2561			
		MILEAGE		157023			
		REBIL STR# 118		REBIL ACCT:			REBIL OK:
		Inv Total		26.20			1011.28
12/15/1999	275382	CHG 1		58.95	27-706-35	35-60	
		CHG 1		2.95	2-21	IDAHO SALES TAX	
		Inv Total		61.90			1073.18
12/29/1999		SVC		15.18		1 MTH PAST DUE	
		Inv Total		15.18			1088.36
1/28/2000		SVC		15.88		2 MTHS PAST DUE	
		Inv Total		15.88			1104.24
2/15/2000	280986	ROA 1-		75.00-			
		Inv Total		75.00-			1029.24
2/26/2000		SVC		15.70		PARTIAL PAYMENT	
		Inv Total		15.70			1044.94
3/29/2000		SVC		15.44		1 MTH PAST DUE	
		Inv Total		15.44			1060.38
4/27/2000		SVC		15.44		2 MTHS PAST DUE	
		Inv Total		15.44			1075.82
5/03/2000	163424	ACR 1-		75.00-	1-00	CASH ON HAND	
		REBIL STR# A44		REBIL ACCT:			REBIL OK:
		Inv Total		75.00-			1000.82
5/27/2000		SVC		15.08		PARTIAL PAYMENT	
		Inv Total		15.08			1015.90
6/28/2000	295341	CM 1-		75.00-	6-59	ROA AT LSTC MER	
		COMMENTS: PD CASH					
		Inv Total		75.00-			940.90
6/28/2000		SVC		14.98		ACCOUNT CURRENT	
		Inv Total		14.98			955.88
6/30/2000	238531	ACR 1-		75.00-	1-00	CASH ON HAND	
		REBIL STR# 119		REBIL ACCT:			REBIL OK:
		Inv Total		75.00-			880.88
6/30/2000	295535	CHG 1		75.00	6-59	INV# 295341 ROA	
		Inv Total		75.00			955.88
7/28/2000		SVC		14.33		ACCOUNT CURRENT	
		Inv Total		14.33			970.21
8/29/2000		SVC		14.34		1 MTH PAST DUE	
		Inv Total		14.34			984.55
9/28/2000		SVC		14.34		2 MTHS PAST DUE	
		Inv Total		14.34			998.89

*Date	Inv#	Type	Qty	Amount	LSP Code	Product Description	Balance
10/28/2000		SVC		14.34		3 MTHS PAST DUE	
		Inv Total		14.34			1013.23
11/28/2000		SVC		14.34		4 MTHS PAST DUE	
		Inv Total		14.34			1027.57
12/26/2000	46730	W/O		1027.57	652-11	INITIAL WRITEOF	
		Inv Total		1027.57			1027.57

# BACK OF RETAIL CREDIT APPLICATION LES SCHWAB TIRE CENTERS RETAIL CREDIT PLAN AND SECURITY AGREEMENT

I. From time to time I, the undersigned, intend to purchase goods and services from Les Schwab Tire Centers ("Seller"). Upon prior approval by Seller, all such purchases will be governed by this Retail Credit Plan and Security Agreement ("Agreement"). The term "Seller," in this Agreement, includes Seller and all affiliates of Seller. The words "I, me and my, mean each and all of those who sign and/or enter this Agreement or otherwise agree to be bound by the terms of this Agreement, if more than one person signs this Agreement, and/or otherwise agrees to be bound by the terms of this Agreement, all obligations will be joint and several.

II. I agree to pay Seller for all purchases made by me and by others I have allowed to make purchases under this Agreement. When I have a balance due Seller, Seller will bill me after the 25th of each month for all previous unpaid purchases. The monthly statement will set forth my total unpaid balance and my minimum monthly payment if applicable. Before the 10th day of each month following purchase, I agree to pay Seller either the total unpaid balance or the applicable specified minimum monthly payment as follows:

<input type="checkbox"/> IF ENDING BALANCE IS:	MINIMUM MONTHLY PAYMENT IS:	<input type="checkbox"/> IF ENDING BALANCE IS:	MINIMUM MONTHLY PAYMENT IS:
\$0.01 - 10.00	BALANCE \$10.00	\$250.01 - 500.00	\$50.00
10.01 - 50.00	10.00	500.01 - 1,500.00	\$75.00
50.01 - 100.00	15.00	1,500.01 - 2,500.00	\$150.00
100.01 - 250.00	25.00	OVER \$2,500.00	1/3 Balance

III. If no box is checked, I will pay under the provision of the first option.

IV. I agree to grant Seller a purchase money security interest in all goods purchased from Seller under this Agreement to secure each amount owing to Seller. The purchase money security interest will continue in the specific goods purchased only until such time as the agreed purchase price has been paid. These security interests in all successions, parts and additions to these goods and all proceeds, including insurance proceeds, I agree to execute any document(s) necessary to perfect these security interests and Seller may file copies of this Agreement as a financing statement.

V. Seller will compute the FINANCE CHARGE as follows (except Montana Les Schwab Tire Centers): Seller will take the beginning balance of my account each day, add any new purchases, and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives Seller the daily balance. Then, Seller will add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle. This gives Seller the average daily balance. Seller will then multiply my average daily balance by the periodic rate of 1 1/2 percent per month, which is an ANNUAL PERCENTAGE RATE of 18.0 percent. Montana Les Schwab Tire Centers compute the FINANCE CHARGE by applying the periodic rate to the ending balance of your account (less current purchases). My FINANCE CHARGE is the greater of that product or \$0.50 per month. I may pay the total unpaid balance at any time without any prepayment penalty.

VI. I will not be required by Seller to pay any annual, periodic, membership, maintenance fee, and/or transaction charge for the issuance or availability of Seller's consent to grant credit to me. I agree to pay return check fees to the fullest extent allowable by applicable state law assessed by Seller for any and all of my checks returned to Seller for any reason whatsoever. The return check fee will appear as a charge on the monthly statement in the month the check is returned to Seller. I agree to pay Seller's administrative costs (postage and handling fees, telephone expense, correspondence fees, photocopy expense or other costs) incurred. These costs may be assessed annually.

VII. My payments will be applied as follows:

A. First, to any applicable FINANCE CHARGE.

B. Then, to items first purchased.

C. If I buy more than one item at the same time, the lowest priced item will be paid first.

D. All down payments will be applied to services rendered and then to items purchased simultaneously with the down payment.

VIII. I agree all items purchased under this Agreement are for personal, family, household use. If I fail to perform as agreed, if Seller reasonably deems itself insecure, or if I am otherwise in default, Seller may take any action allowed under applicable law including without limitations:

A. Seller may declare everything I owe immediately due and payable without further notice. If notice is required, notice shall be deemed reasonable if it is mailed at least 10 days in advance by registered or certified mail to my last address I have provided to Seller in writing.

B. Seller may take back any goods under this Agreement. Seller may enter my driveway, garage or similar property without further permission from me.

C. I agree to pay all fees, costs and expenses of collections, and/or fees, costs and expenses of restocking, special order, repossessioning the goods, selling them, and all fees, costs and expenses of any other efforts to collect what I owe to the fullest extent allowed under applicable law.

D. I agree to pay Seller's attorney fees, costs and expenses, whether or not there is a lawsuit, and I agree to pay Seller's attorney fees, court costs and expenses, both at trial and on appeal to the fullest extent allowed under applicable law.

X. All remedies shall be cumulative. Failure of Seller to exercise a remedy shall not waive that remedy.

XI. Seller may change the terms of this Agreement including, but not limited to, the FINANCE CHARGE, and the applicable ANNUAL PERCENTAGE RATE or RATES, the method of figuring the balance on which the FINANCE CHARGE is applied, the minimum monthly payment required, the closing date and length of the monthly billing cycle, by mailing a notice of the change to me as may then be required by applicable law.

XII. NOTICE TO BUYER:

## DISCLOSURES MADE PURSUANT TO STATE LAW WHERE APPLICABLE

A. Do not sign contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank.

B. You are entitled to a copy of this contract at the time you sign it.

C. You may at any time pay off the total unpaid balance due under this contract, and in so doing you may receive a partial rebate of the service charge.

D. The service charge does not exceed 18% per annum computed monthly.

XIII. If you are a Les Schwab employee purchasing under the Les Schwab Retail Credit Plan and are employed in the states of Oregon, Washington, Idaho or Nevada, the following applies:

All Unpaid Balances Are Due And Payable Immediately Upon Termination Of Employment. I understand and agree that if my employment with Les Schwab terminates, for any reason, any unpaid balance on this Retail Credit Plan will become immediately due and payable, even if such balance would not otherwise be due. I also understand and agree that Les Schwab, as my employer, may withhold from my final pay check or other compensation due and owing, the entire unpaid balance due on this account.

EXCEPT AS EXPRESSLY SET FORTH IN WRITING AND SIGNED BY SELLER, SELLER PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF FITNESS OR MERCHANTABILITY, FOR ANY GOODS OR SERVICES AND THE EXPRESS WARRANTIES PROVIDED SHALL BE IN LIEU OF ANY OTHER SUCH WARRANTIES. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES OF ANY NATURE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN THE EVENT OF DEFAULT, ALL PROVISIONS OF SELLER'S WARRANTIES BECOME NULL AND VOID.

See reverse side for Important Information regarding your right to dispute billing errors.

EVERYTHING STATED IN THIS APPLICATION IS TRUE, CORRECT AND COMPLETE. I UNDERSTAND SELLER WILL RETAIN THIS APPLICATION WHETHER OR NOT IT IS APPROVED. SELLER IS AUTHORIZED TO CHECK MY/OUR CREDIT HISTORY, TO CONFIRM ANY INFORMATION DISCLOSED HEREIN, OR TO ANSWER QUESTIONS ABOUT SELLER'S CREDIT EXPERIENCE WITH ME/US. I ACKNOWLEDGE I HAVE READ AND RECEIVED A COMPLETED, TRUE COPY OF THIS AGREEMENT BEFORE SIGNING BELOW. I AGREE TO ALL TERMS AND CONDITIONS CONTAINED HEREIN.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.